

Lyon Co.

PPME #2003 (Roads)

7/1/2005 6/30/2008

**COPY**

SECONDARY ROADS

LYON COUNTY, IOWA

Agreement With

PUBLIC PROFESSIONAL MAINTENANCE  
EMPLOYEES/STATE OF IOWA  
LOCAL UNION NO. 2003,

INTERNATIONAL BROTHERHOOD OF PAINTERS  
AND ALLIED TRADES, AFL-CIO

July 1, 2005, through June 30, 2008

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ARTICLE 1.

Agreement

THIS AGREEMENT entered into by the COUNTY OF LYON, hereinafter referred to as the "Employer", or "County", and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL UNION 2003, hereinafter referred to as the "Organization" or the "Union".

ARTICLE 2.

Recognition

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all of the Secondary Road Department regular full-time County road maintenance employees, including: Assistant to the County Engineer, Road Foreman, Maintenance Persons, Inspector No. 1, and Inspector No. 2. The County Engineer, Office Clerk, Temporary Employees and all other personnel are excluded from the bargaining unit under Section 4 of the Public Employment Relations Act of Iowa.

ARTICLE 3.

Management Rights

It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the Employer in all of its various aspects, including, but not

limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine and implement the methods, means, assignments, number and organization of personnel by which such operations and services are to be conducted; to assign and transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote and demote employees, to suspend, discipline, and discharge employees for proper cause, to relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to maintain the efficiency of governmental operations; to take such action as may be necessary to carry out its mission; to initiate, certify, and administer its budget; and to exercise all powers and duties granted the Employer by law, except as controlled by this Agreement.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Employer by statutes of the state of Iowa, except as controlled by this Agreement.

The Employer and the Union agree that there will be no unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline, or otherwise because of race, creed, color, national origin, sex, age, religion, or physical disability or

because of relationship to other employees by blood or marriage; nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any affirmative action program or action undertaken by the Employer.

NO STRIKE: Section 12 of the Public Employment Relations Act (Chapter 20, Code of Iowa, 1995) shall be considered part of this Agreement.

#### ARTICLE 4.

##### Employment

Probationary. Each employee shall be considered as on probation for a period not to exceed seventy-five (75) workdays from the date of employment. Any employee may be terminated for any reason during the probationary period without recourse to the grievance procedure of this Agreement. Upon satisfactory completion of the probationary period, the employee shall be entitled to all the rights and privileges granted all permanent employees and the terms of employment shall start as of the date of employment.

Permanent. Permanent employment status is granted upon satisfactory completion of the probationary period. Permanent employees are expected to work their normal workweek every week except for approved leaves of absence.

#### ARTICLE 5.

##### Transfer-Promotion-Job Selection Procedure

The Employer shall have sole discretion to fill a vacancy or vacancies. When more than one (1) employee is being considered to fill a vacancy with substantially equal qualifications, seniority shall rule. The Employer shall post notice of all vacancies and minimum qualifications of an applicant in a designated place for a period of five (5) working days before a vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion. The notice shall include the minimum qualifications needed, the place of employment (primary shop to report to work, and the primary piece of equipment that the individual will be operating. The notice shall be posted at the main shop in Rock Rapids and a copy shall be provided to the union steward. A present employee, who applies for a vacancy and who is selected pursuant to the foregoing procedure under this paragraph, based on qualifications and then, if equal, seniority, and who meets the minimum qualifications, shall be given a trial period on the new job before applicants outside the unit shall be considered by the Employer.

The applicant transferred who does not exhibit competence to the satisfaction of the Employer in the performance of duties in the new position within forty-five (45) workdays, shall be returned to his or her former position. In the event more than one present employee has applied for the vacancy, and said employee or employees meet the minimum qualifications, the next employee selected pursuant to the same procedures shall then be

given a trial period on the new job before applicants outside the unit shall be considered by the Employer. The Employer shall be allowed to consider the selection of other present employees pursuant to this procedure without any further posting of notice regarding the vacancy. After two (2) weeks in the trial period, the employee shall draw the rate of the new classification.

Selection for hire, transfer or promotion shall be based upon the following:

Job selection and promotion shall be based upon the following:

1. The skills, knowledge and ability of the applicant based upon education, training, and experience.
2. Job performance factors such as judgment, work habits, quantity of work, and quality of work.
3. Applicants must meet minimum qualifications to be eligible for the position. The candidate selected to fill a vacancy shall be placed on the pay grade for the job classification.

Where a person presently employed by the Employer is selected to fill a vacancy, the rate of pay shall not be less than the employee is presently receiving.

An employee may be temporarily transferred for a period not to exceed two (2) workweeks without any change in pay rate. An employee temporarily transferred to a position with a higher rate of pay for a period exceeding two (2) workweeks shall receive the higher rate of pay for the period exceeding two (2) workweeks.

#### ARTICLE 6.

##### Seniority

Seniority means an employee's length of continuous service with the Employer since the last date of hire. Upon satisfactory completion of the probationary period, the employee shall be put on the seniority list and said seniority shall be determined from the last date of employment. The Union shall be furnished with a seniority list of job classifications of all employees covered by this Agreement within thirty (30) days after its effective date. An employee promoted out of the bargaining unit and still employed by the Secondary Road Department will continue to accumulate seniority for a period not to exceed twelve (12) months. Upon completion of said twelve (12) month period, bargaining unit seniority shall end.

#### ARTICLE 7.

##### Hours of Work

The normal workweek shall be forty (40) hours. The normal workweek shall be a seven (7) day period from 12:01 AM Sunday through 12:00 Midnight the following Saturday. During the normal workday, each employee shall take a one-half (1/2) hour lunch period, time to be designated by the Engineer as close to the middle of the working day as possible. The normal work hours shall be from 7:00 AM to 3:30 PM. The employee organization shall be given written notice five (5) days in advance of a change in starting time.

An employee called to work prior to the start of the normal workday shall be allowed to work their regular eight (8) hour shift or more if required by the Engineer.

Any employee who fails to give notice to his/her immediate supervisor or department head of an absence as soon as possible, but no later than one (1) hour after the designated starting time, shall forfeit all pay for that day, except in case of an emergency.

The purpose of this Article is to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. The normal hours of work for employees will be 7:00 a.m. to 3:30 p.m. A five (5) day notice of change in the normal hours of work will be given the employees and to the Union by notifying the union steward.

#### ARTICLE 8.

##### Breaktime

All employees will be permitted to take a fifteen (15) minute break with pay during every four (4) hour work period. Breaks should be scheduled as close to the middle of the work period as possible and the time limit must be strictly observed. All employees will be permitted a lunch period of one-half (1/2) hour scheduled as close to the middle of the workday as possible.

#### ARTICLE 9.

##### Overtime

All employees shall begin overtime after completion of eight (8) hours worked in any given day and for time worked on Saturdays and Sundays. There will be no pyramiding of overtime. Overtime shall be compensated at the rate of time and one-half (1-1/2) the employee's straight time hourly rate. Payment may be made in either cash or compensatory time as follows:

1. The decision to compensate overtime in cash or compensatory time rests with the employee. Each employee must notify, in writing, the Employer prior to July of each fiscal year regarding the employee's election to receive or not to receive cash in lieu of compensatory time. In the event no election is made, it will be deemed that the employee has elected to receive cash payment. Once the election is made by the employee, it shall only be changed upon 30 days written notice and will then go into effect at the next pay period following said 30 day notice.
2. An employee shall be allowed to cash out unused compensatory time only upon separation of employment.
3. An employee shall not be allowed to accumulate compensatory time which exceeds forty-eight (48) hours earned. Any overtime exceeding this amount shall be paid in cash. An employee is limited to taking forty-eight (48) hours of compensatory time off in each fiscal year.
4. Compensatory time off shall be scheduled with and approved by the Employer. Except in an emergency, notice of intent to use compensatory time must be given one (1) week in advance of the commencement of the use of compensatory time off. If an employee has total accumulation of compensatory time of less than one day, the employee shall be allowed to use said time for a period less than one full day.

Nothing in the Hours to Work Article will be construed to infringe on the Employer's right to assign overtime.

## ARTICLE 10.

Reduction in Force

The Employer shall determine when a reduction in force is necessary. The reduction shall be accomplished in the following sequence: probationary and finally permanent employees. The Employer shall consider qualifications, ability to perform, and seniority; if qualifications and ability to perform are substantially equal between or among affected employees, seniority shall govern.

Recall shall be in reverse order of reduction if the employee is qualified to perform the work available. Probationary employees have no recall rights.

## ARTICLE 11.

Leave

All leave must be requested and approved prior to such leave commencing except in an emergency and/or sick leave, and shall be accrued from the last date of hire.

1. Leave with Pay

- a. Military Leave: All probationary and permanent employees shall be granted up to a maximum of thirty (30) days annual leave with pay or as required by military order as the Code of Iowa.
- b. Jury Duty: All probationary and permanent employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for that part of the workday required by the jury duty. An employee released from jury duty before 11:00 AM shall report to work by 1:00 PM of the same day and an employee released from jury duty after 11:00 AM shall report to work the following morning. Any jury

duty pay less mileage pay received by an employee shall be forwarded to the County Engineer, to be deposited in the Secondary Road Fund.

- c. Funeral Leave: All probationary and permanent employees will be allowed time off with pay in accordance with the following schedule: up to five (5) days per occurrence for arrangement and attending the funeral of a spouse, parent or child of the employee. Up to three (3) days per occurrence for arrangement and attending the funeral of a step-child, brother, sister, son-in-law, daughter-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt and uncle of the employee. Up to two (2) days per occurrence for arrangement and attending the funeral of an aunt or uncle of the employee's spouse, niece or nephew of the employee or his/her spouse. Up to one (1) day per occurrence for funeral as a pallbearer and up to one (1) day for present employees of the Employer.
- d. Sick Leave: All probationary and permanent employees shall be entitled to accrue sick leave with full pay at the rate of one and one-half (1 1/2) working days for each month of employment, subject to the following conditions:
  - 1. Sick leave shall apply to a period in which the employee is incapacitated from the performance of assigned duties by sickness or injury, for medical, surgical, dental, or optical examination or for treatment, or whereby reason of exposure to contagious disease, the presence at the post of duty would jeopardize the health of others. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be covered by sick leave.
  - 2. Sick leave shall not be used for vacation leave.
  - 3. Sick leave shall not be taken in advance.
  - 4. Sick leave shall not be accumulative for more than ninety (90) working days.
  - 5. In all cases where an employee has been absent on sick leave, he/she shall immediately upon return to work, submit a statement that such absence was due to

illness or other reasons stated in item 1. above. Where such absence exceeds three (3) calendar days, such statement shall be verified by a physician or other authorized practitioner, unless waived by the Employer. For a lesser period of absence, the Employer may, at his discretion, require evidence of illness or other reasons defined in item 1. above as deemed necessary and in all cases, sick leave pay shall not be granted until approved by the Employer.

6. Sick leave may be taken in one (1) hour increments. Officially designated holidays falling within a period of sick leave shall not be counted against sick leave.
7. Sick leave shall not accrue during leave of absence without pay, suspension, layoff, or other leave without pay.
8. An employee who is transferred from one department to another shall be credited with the sick leave accumulated.
9. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation.
10. If an absence or illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave to the extent vacation leave has accrued.
11. Failure on the part of an employee to report immediately at the expiration of a leave of absence, except for valid reasons submitted in advance and approved by the Employer, shall be considered a resignation.
12. An employee off work due to a covered Worker's Compensation Claim shall be paid sick leave until the accumulated sick leave has expired. For purposes of payment of sick leave compensation, the employee shall collect the workers compensation warrant. If the workers compensation warrant is less than the employees net pay based on a standard work week, the Employer will issue a payroll

warrant for the difference. In the event that an employee does not receive a workers compensation warrant prior to the date an employee is to receive a payroll warrant, the employee shall receive the full amount of sick leave compensation. An adjustment will then be made to future payroll warrants to adjust for any overpayment to the employee.

13. Sick leave shall apply for a period of not more than three (3) workdays per year when an employee's spouse or children require the assistance of the employee due to any of the reasons stated in item 1. above and such time taken shall reduce the employee's accumulated sick leave by the same amount.

e. Personal Leave: Paid leave of absence for a period not to exceed two (2) workdays per year shall be granted an employee who needs the time for personal reasons. Paid leave of absence may be taken in one (1) hour increments.

f. Vacation: Probationary and permanent employees shall earn vacation leave with full pay for continuous employment as follows:

1. An employee is eligible to receive five (5) days paid vacation after one (1) year of continuous full-time employment.
2. An employee is eligible to receive ten (10) days paid vacation after three (3) years of continuous full-time employment.
3. An employee is eligible to receive fifteen (15) days paid vacation after nine (9) years of continuous full-time employment.
4. An employee is eligible to receive twenty (20) days of paid vacation after eighteen (18) years of continuous full-time employment.

When a holiday designated in this Agreement falls within the vacation period, the holiday shall not be included in the vacation period. Vacation leave shall be accrued on an annual basis figured from the date of employment and may accrue to a maximum of twice the annual rate, but not to exceed twice the annual entitlement. Vacation

leave may be taken in a minimum of one (1) day increments.

If an employee is separated from employment due to layoff, resignation, discharge, retirement or death, he/she or his/her estate shall have paid to him/her or his/her estate any unused vacation leave he/she may have earned.

Vacation leave shall be scheduled with and approved by the Employer. Vacation leave of less than one (1) week will require advance notice to the employer in an amount equal to the number of days requested. Vacation leave of more than one (1) week will require one (1) week of advance notice.

- g. Holidays: All probationary and permanent employees shall be eligible for eight (8) hours pay for each observed holiday. When a holiday falls on a Saturday, the preceding Friday shall be granted. When a holiday falls on Sunday, the following Monday shall be granted. In order to be eligible for holiday pay, an employee must report for work on the last scheduled workday before and after the holiday, except for an employee absent on approved leave. Holidays observed by eligible employees are as follows:

New Year's Day	Day after Thanksgiving
President's Day	Thanksgiving
Fourth of July	Veteran's Day
Memorial Day	Christmas Day
Labor Day	One (1) Floating

- h. All leave taken under Article 11, shall be authorized pursuant to an employee request and shall be taken only upon the specific consent and permission of the Lyon County Engineer.

## 2. Leave without Pay

Upon written request by the employee, prior to the employee exhausting his/her vacation leave and sick leave, leave without pay may be granted by the Employer, in writing, for the remaining period of disability after both sick leave and vacation leave has been exhausted. An employee granted leave without pay shall not accrue any vacation, sick leave, or other benefits.

## ARTICLE 12.

Family and Medical Leave

Notwithstanding unpaid leave which may be granted under the provisions of paragraph 2 of Article 11, an employee who has been employed for at least twelve (12) months and for at least 1,250 hours of service during the previous twelve (12) month period may be granted unpaid leave for one or more of the following reasons:

1. Birth of son or daughter and in order to care for such son or daughter.
2. Placement of son or daughter with the employee for adoption or foster care.
3. To care for a spouse, son, daughter, or parent of the employee who has a serious health condition.
4. Because of a serious health condition which renders the employee incapable of performing the functions of his or her position.

A total of twelve (12) work weeks of leave during any twelve (12) month period may be granted under this policy. "Twelve-month period shall be that period of consecutive calendar months, or portions thereof, which begins with commencement of the first day of leave under the Family and Medical Leave Act and/or this Article." Such leave must be taken on a sustained or uninterrupted basis except that intermittent leave may be taken for serious health care of the employee, child, spouse, or parent.

The employee shall use all, except for one (1) week, of available paid leave time to which he or she is entitled prior to commencement of the unpaid leave. However, if available, the

employee has the option of using the one (1) week of remaining paid leave time prior to commencement of unpaid leave. The employee shall provide as much prior notice as possible, preferably a minimum of thirty (30) days.

The employee will be allowed to return to the same job or an equivalent position with equivalent pay and benefits. Previously accrued benefits will not be forfeited, however, additional benefits or seniority will not accrue during the absence.

Group health insurance benefits will be continued during an approved absence provided the employee continues to remit his or her share of the premium, if applicable.

Medical certification of a serious medical condition of the employee, spouse, parent, or child shall be required and a second opinion may be requested by the county at the county's expense.

For the purposes of this policy, health care provider shall be defined as a doctor of medicine or osteopathy, and anyone else designated by the Secretary of Labor to be capable of providing health care services.

Furthermore, serious health condition shall mean an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility, or (b) continuous treatment by a health care provider.

## ARTICLE 13.

Group Insurance

Group Health Insurance benefits are available to employees upon application. The Employer shall provide health insurance benefits that are substantially comparable to the present benefits provided to employees. The Employer shall have, however, the discretion as to the health insurance provider. Any dispute as to whether benefits are comparable shall be subject to the grievance procedure. The Employer shall pay the entire individual probationary and permanent employee's premium for the Group Hospital, Medical, and Major Medical Insurance designated by the Employer. The Employer shall pay 100% of the employee premium on an individual plan. In the event the employee selects dependent coverage, the employer shall pay all but \$140.00 per month for dependent coverage. The single and family plan are both subject to a five hundred dollar deductible (\$500.00) for each insured under the plan. Effective July 1, 2005, the single plan will no longer offer the one hundred dollar deductible. (As the County has chosen to be essentially self-insured, the Health Insurance coverage shall be substantially similar to benefits under the previous years' benefits. Co-insurance, out-of-pocket maximums, shall remain the same with the exception of eliminating the \$100.00 deductible for both single and family plans. The benefits as to prescriptions shall remain at a \$5.00 co-pay for generic medications, a \$10.00 co-pay for non-generic, doctor prescribed medications, and a \$25.00 co-pay for all other

non-generic medications.) The cost of family coverage premium or premiums for other group insurance approved by the Employer shall be deducted from the individual employee's salary. The Employer's participation in Group Insurance coverage shall cease immediately upon termination of employment.

#### ARTICLE 14.

##### Cafeteria Plan

The employer shall provide employees, as a cafeteria plan, the option of enrolling in the Flexible Benefits Plan currently through Blue Cross and Blue Shield of Iowa, pursuant to Section 125 of the Internal Revenue Code. The Plan shall allow the employees, as provided under Section 125, the right to pay for the following benefits:

1. Group Health Insurance Premiums
2. Unreimbursed Medical Expenses
3. Dependent Care Expenses
4. Dental Insurance Premiums

To be eligible to participate in the cafeteria plan an employee must enroll before December 1<sup>st</sup> preceding the Plan year. An employee has the option of reenrolling prior to December 1 of each year of this contract. The employee will be notified of the status of their cafeteria account by November 15<sup>th</sup> of each year. The Plan year shall be from January 1 to December 31

## ARTICLE 15.

Safety Committee

A Safety Committee will be responsible for meeting to evaluate department safety, make plans and recommendations, and counsel as necessary concerning the effective administration of the safety program.

## ARTICLE 16.

Grievance Procedure

The investigation or processing of a grievance by the Employee Organization representative(s) shall be carried out in a manner which does not interfere with normal operations of the Employer. Time spent by the Employee Organization representatives on a single complaint shall be without pay unless permission is requested from the Employer in advance, and such permission shall not be unreasonably withheld.

Time Limits: If a grievance is not presented within the time limits set herein, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement between the Employer and the

grievant. More than one (1) grievance may be heard by the same arbitrator only by mutual written agreement of the parties.

Step 1. Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall first be taken up by the grievant at the lowest appropriate supervisory level, normally with the immediate supervisor. The grievance shall be discussed orally, but the grievant shall cite the provision(s) of this Agreement allegedly violated. Step 1 must be taken within five (5) working days of the incident complained of. The immediate supervisor shall have five (5) working days to investigate the grievance and respond to it.

Step 2. If the disposition of grievance in Step 1 is not satisfactory to the grievant, he/she shall make a written report on a copy of the Grievance Form attached to this Agreement, and submit it to the department head within five (5) working days after the response from the immediate supervisor. The department head shall schedule a conference with the grievant and the immediate supervisor within five (5) working days of receipt of the complaint. Following the aforesaid conference, the department head shall investigate the grievance, and respond to it in writing within five (5) working days.

Step 3. If the grievance is not settled in accordance with the foregoing procedure, the grievant or Employee Organization may, within five (5) working days after receipt of the answer in Step 2, invoke the impasse procedure for the purpose of having the Public Employment Relations Board appoint an arbitrator.

#### ARTICLE 17.

##### Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him or her in writing by the Employer and the employee or Employee Organization, and shall have no authority to make his or her decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to or inconsistent with or modify or vary in any way the application of law, rules or regulations having the force and effect of law. The arbitrator shall submit in writing his or her decision within twenty (20) days following the closing of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his or her interpretation of the meaning or application of the expressed terms of this Agreement to the facts of the grievance presented.

The arbitrator shall not order back pay in any case for a period of more than forty-five (45) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee(s) would have earned from his or her employment with the Employer, but not in excess of the period above defined, less any other compensation for personal services that he or she has received from any source during said period.

No decision of an arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.

No arbitrator shall decide more than one (1) grievance on the same hearing or series of hearings except by mutual agreement between the parties.

## ARTICLE 18.

General Provision

This Agreement supersedes and cancels all previous agreements and practices between the County and the employee(s) of the Secondary Road Department of Lyon County, unless expressly stated to the contrary herein, and together with any mutually agreed-to amendments, supplements hereto, constitutes the entire agreement between the parties, and concludes collective bargaining during the duration of this Agreement. \*\*

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter during the term of this Agreement.

If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon the issuance of such decision, the parties agree to negotiate a substitute of the invalidated provision. A

provision of the Code of Iowa, which is inconsistent with any term or condition of this Agreement, the Code of Iowa shall supersede that term or provision.

\*\* Please note this contract also supersedes and cancels all previous agreements as to the Courthouse Contract.

#### ARTICLE 19.

##### Dues Checkoff and Indemnification

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article. If requested, the County shall provide the Union with the name, address, classification, wage rate and monthly dues withheld from/of each employee.

#### ARTICLE 20.

##### Wages

Pay Period: Employees will receive payroll warrants on the 15<sup>th</sup> and 30<sup>th</sup> of each month.

## ARTICLE 21.

Call In Pay

Any employee called in outside of his/her regular work schedule shall receive a minimum of one and one-half (1-1/2) hours call in pay for each such call in.

## ARTICLE 22.

Federal Commercial Drivers License

The parties acknowledge that as of April 1, 1992, federal licensure requirements will replace the state-issued chauffeur's license for operating vehicles with a manufacturer's rating of 26,001 pounds or more. For all current employees required to obtain a federal commercial drivers license, the County and each employee shall undertake the following obligations:

1. The County shall provide at no cost to the employee, an appropriate vehicle for use in taking the required driving test.
2. The County shall allow the employee reasonable time to attend necessary training and also, to take the required test. The time allowed for such training and testing will constitute a normal work day for the employee. In the event that an employee fails to obtain the required federal commercial drivers license upon his/her initial attempt, all future training and testing shall be treated as absences from work and will be charged as personal leave or vacation to the employee.
3. The County will pay the cost if any, of one training session to assist each employee in obtaining a federal commercial drivers license. Any additional training necessitated by an employee's failure to obtain a federal commercial drivers license on his/her first attempt, shall be paid for by the employee.
4. The cost of the issuance of the required license shall be paid for by the employee.

5. The cost of attending all training sessions including transportation, food and lodging shall be paid by the employee.

ARTICLE 23.  
WAGE RATE

Wage Rates Effective July 1, 2005-June 30, 2006

<u>Classification</u>	<u>Start</u>	<u>3 mo.</u>	<u>6 mo.</u>	<u>9 mo.</u>	<u>1 year</u>
Ass't to Engineer	\$14.87	\$15.41	\$15.94	\$16.49	\$17.01
Inspector I	\$14.82	\$15.74	\$16.67	\$17.59	\$18.52
Inspector II	\$13.96	\$14.83	\$15.71	\$16.59	\$17.45
Maintenance I	\$14.31	\$14.84	\$15.38	\$15.91	\$16.45
Maintenance II	\$14.24	\$14.78	\$15.31	\$15.85	\$16.38
Mechanic	\$15.12	\$15.65	\$16.19	\$16.72	\$17.26
Utility I	\$14.26	\$14.78	\$15.31	\$15.85	\$16.38
Utility II*	\$13.39	\$14.72	\$13.92	\$14.19	\$14.46

\*Limit of employees - three (3); limit of two (2) years.

Wage Rate Effective July 1, 2006-June 30, 2007

Each hourly rate listed above shall be increased by the cost of living increase plus an additional one percent. The consumer price index, as reflected on the Bureau of Labor Statistics, U.S. Department of Labor's Kansas City index is the index to be used to calculate the appropriate pay increase. The cost of living index published in January 2006 shall be the rate used to determine the pay increase effective July 1, 2006.

The annual Consumer Price Index is used to determine the

percentage cost of living index. For example, the 2000 Percentage Cost of Living Index was determined by subtracting the 2000 annual figure from the 1999 annual figure. This difference is divided by the 1999 annual figure to determine the percent Cost of Living Increase.

Wage Rates effective July 1, 2007-June 30, 2008

The wage rate for each wage class shall be increased from the 2006-2007 level set forth above by the cost of living increase without any additional percent. The consumer price index, as reflected on the Bureau of Labor Statistics, U.S. Department of Labor's Kansas City index is the index to be used to calculate the appropriate pay increase. The cost of living index published in January 2007 shall be the rate used to determine the pay increase effective July 1, 2007.

The annual Consumer Price Index is used to determine the percentage cost of living index. For example, the 2000 Percentage Cost of Living Index was determined by subtracting the 2000 annual figure from the 1999 annual figure. This difference is divided by the 1999 annual figure to determine the percent Cost of Living Increase.

Holiday Pay: Work performed on a recognized paid holiday will be paid for at time and one-half (1 1/2) the employee's straight time hourly rate, plus straight time for Holiday pay.

Mileage Reimbursement: Employees shall be reimbursed by the County for all Employer required use of employee's personal vehicle. The rate of reimbursement shall be set by the Employer on July 1<sup>st</sup> of each year.

ARTICLE 24.

Duration

THIS AGREEMENT shall be in full force and effect from July 1, 2005 and shall continue until its expiration on June 30, 2008.

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before November 15, 2005.

Signed this 1 day of August, 2005.

ARTICLE 24.

Signatures

LYON COUNTY

PUBLIC, PROFESSIONAL &  
MAINTENANCE EMPLOYEES  
LOCAL 2003

By: Randy Bosch  
Chairperson, Lyon County  
Board of Supervisors

By: Mike Jensen

Acknowledged by:

Wayne Hoot

7784:roads

LETTER OF UNDERSTANDING  
REGARDING  
PART-TIME AND TEMPORARY EMPLOYEES

The Employer agrees that it will not hire part-time and/or temporary employees for the purpose of eroding the bargaining unit.

LYON COUNTY

PUBLIC, PROFESSIONAL &  
MAINTENANCE EMPLOYEES  
LOCAL 2003

By: Randy Borch

Date: August 1, 2005

By: W. L. Seward

Date: 7/25/05

LETTER OF UNDERSTANDING  
REGARDING  
NATIONAL OR STATE HEALTH CARE PROGRAM

If during the term of this Agreement, a National or State Health Care Program is enacted, the parties agree to reopen Article 13. and negotiate, through impasse if necessary, any changes that are needed.

LYON COUNTY

PUBLIC, PROFESSIONAL &  
MAINTENANCE EMPLOYEES  
LOCAL 2003

By: \_\_\_\_\_

Randy Beach

Date: \_\_\_\_\_

August 1, 2005

By: \_\_\_\_\_

Mike Scando

Date: \_\_\_\_\_

7/25/05